

satisfaction and discharge of the aforesaid mortgage debt of \$21,500, and all interest thereon accrued, and for the further consideration of the sum of \$7,750, the said Elizabeth Osborne has contracted and agreed to sell, convey and release, to the said Samuel H. Goldsmith, absolutely, all and singular, the property, premises, furniture and effects, mortgaged as aforesaid, and all her estate and interest, right, title, and equity of redemption therein, subject to the three mortgages therein described," (upon the last of which the sum of \$502, only, was then due and unpaid,) "wherefore this instrument is executed," &c. The deed then conveys the equity of redemption of the grantor in said property, to the grantee, subject to mortgages aforesaid.

The answer of Goldsmith, to this bill, was filed on the 30th of Sept., 1845, and states that he has heard that Elizabeth Osborne, deceased, in said bill named, was in her lifetime indebted unto the complainants, or some of them, but of the particulars of such indebtedness, he cannot speak with certainty, and he is advised that he is not bound to admit or deny the very vague and indefinite averments in this behalf, made in said bill, but may require the complainants to prove the same, as they may be able. And for his further protection against such indefinite averments, he asks leave to insist, that if such pretended claims ever existed, which he does not admit, they are, and at the commencement of this suit were barred by limitations, and he prays to have like benefit of this defence, as if it was herein formally pleaded. He admits that said Elizabeth Osborne died some time in the month of April, 1845, but he knows nothing of the particulars or value of the property which she had at the time of her death, and cannot admit or deny that it was equal in value to the amount of the pretended claims set up in the bill. He admits the execution of the deed of which exhibit No. 1 is a copy, at or about the time of its date, and he avers that the consideration of \$2,000 therein expressed, was parcel of a much larger sum at that time due and owing from the said Elizabeth, in her lifetime to the defendant, and was paid by discounting the amount of said consideration from said debt.